

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-225
ANNUAL REQUIREMENTS OF
GLASS BEADS

DATE: August 31, 2006

CONTRACT PERIOD: Sept. 1, 2006 thru Aug. 31, 2007

CONTRACTOR: Swarco Reflex, Inc.
P.O. Box 1558
Mexia, Texas 76667

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Jon Sproul
Telephone No.: 254/562-9879
FAX No.: 254/562-7601
E-Mail Address: joyce.riley@swarco.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Bid Specification No. 06-225

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #077125
Dated: 8/28/06

 **COPY**

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS OF GLASS BEADS
SPECIFICATION 06-225**

**Contractor:
Swarco Reflex, Inc.
PO Box 1558
Mexia, TX 76667**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 28th day of August 2006, by and between **Swarco Reflex, Inc., PO Box 1558, Mexia, TX 76667** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements Of Glass Beads, Spec. No. 06-225** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal
\$23,320.00

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year from **September 1, 2006 thru August 31, 2007**; with option to renew for two (2) additional one (1) year terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Ross
City Clerk



Colleen J. DeLong
CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 87125

dated August 28, 2006

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Audrey Morris (SEAL)
Secretary Audrey Morris

Swarco Reflex, Inc.

Name of Corporation

P.O. Box 1558, Mexia, Texas 76667

(Address)

By: Jon Sproul

Duly Authorized Official Jon Sproul

President/General Manager

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, July 26, 2006

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Jon Sproul
TITLE: President/General Manager
PHONE NO. 931/388-5900

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 06-225**

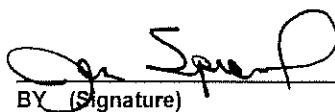
Swarco Reflex, Inc.
COMPANY NAME

P.O. Box 1558
STREET ADDRESS or P.O. BOX

Mexia, Texas 76667
CITY, STATE ZIP CODE

254/562-9879 254/562-7601
TELEPHONE No. FAX No.

joyce.riley@swarco.com
E-MAIL ADDRESS


BY (Signature)

Jon Sproul
(Print Name)

President/General Manager
(Title)

7/20/2006
(Date)

30 Days ARO
ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.



The Link Between Road & Driver

Tennessee Office

270 Rutherford Lane • P.O. Box 89 • Columbia, TN 38401
Phone: 800-216-8781 • Fax: 931-388-4039

Texas Office

900 North Denton • P.O. Box 1558 • Mexia, TX 76667
Phone: 877-634-2589 • Fax: 254-562-7601

July 19, 2006

City of Lincoln
Office of the Purchasing Agent
Suite 200, K Street Complex
Southwest Wing, 440 South 8th Street
Lincoln, Nebraska 68508

Re: Spec. No. 06-225 (Annual Supply of Glass Beads)
Opens: July 26, 2006 @12:00 P.M.

To Whom It May Concern:

Swarco warrants it will replace any material proved to be defective according to the applicable specification, at no cost to the customer.